

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

IN RE:

) Case No. 18-16460
) Chapter 7
)
DAVID M. LAZ)
)
)
Debtor) Judge Janet S. Baier

FILED
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS

JUL 20 2018

JEFFREY P. ALLSTEADT, CLERK
INTAKE 1

OFFER OF PROOF PURSUANT TO RULE 4001{C} (2)

NOW COMES the Debtor, David M. Laz and as and for his offer of proof pursuant to Rule 4001c(2) states as follows.

- 1) Evidence to be presented: The testimony of Nancy Montoya, as contained in the attached affidavit of Nancy Montoya.
- 2) As stated in the affidavit, that the signature of Nancy Montoya on the Allonge, is not the actual signature of Nancy Montoya, but that the signature is a forgery and that she never held the office of Secretary for Accredited Home Lenders.
3. The grounds for admitting the evidence would be that Nancy Montoya would testify as a witness that she worked for Accredited Home Lenders at the time the Allonge was executed, but that it was not her signature and that she did not hold the office of Secretary.
4. The Pooling Service Agreement Article II filed by the Movant with the Securities and Exchange Commission which can be introduced into evidence as a public document.


DAVID M. LAZ, Debtor

David M. Laz
Debtor
2110 Babst Ct.
Lisle, Il. 60532
(630) 689-6469

CERTIFICATION OF PLEADING

I, David M.laz, Debtor, do hereby certify to the best my knowledge, information, and belief, formed after an inquiry reasonable under the circumstances:

- (1) This Response is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation;
- (2) The claims, defenses, and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law;
- (3) The factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and
- (4) The denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on belief or a lack of information.

DAVID M. LAZ

AFFIDAVIT OF NANCY MONTOYA

I, Nancy Montoya, after first being duly sworn on oath do state the following to be true in both substance and fact to my personal knowledge.

I presently reside at 1475 Comanche Dr, Bolingbrook, Illinois.

I was employed with Accredited Home Lenders, Inc, a California business originally located at 15090 Avenue of Science San Diego, CA 92128 from 2006 through 2010

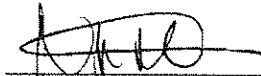
While I was employed with Accredited Home Lenders, Inc, a California business originally located at 15090 Avenue of Science San Diego, CA 92128 and incorporated under the laws of the State of Delaware, I resided at 7803 Springside Dr., Plainfield, Il. 60544.

I was employed by Accredited Home Lenders, Inc. but I never held the title Assistant Secretary for Accredited Home Lenders, Inc.

I have examined the document attached to this affidavit known as Exhibit "A", an Allonge to Note listing the Mortgagee as David M. Laz for the address of 2110 Babst Ct., Lisle, Il. 60532. For Du Page Case No. Ch15 1001

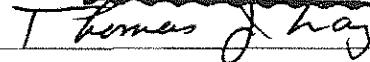
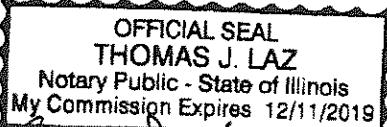
I never signed this document and the written signature that purports to be my signature on the document is not my signature in any capacity as Assistant Secretary of Accredited Home Lenders, Inc.

FURTHER AFFIANT SAYETH NAUGHT



NANCY MONTOYA

Signed and Sworn to before me this 2 day of
January, 2017.



NOTARY PUBLIC

PORTAGE: DAVID M TAB

PERMIT HOLDER: DAVID M TAB

Address: 2115 EAST ST
SUITE 11, 60637

Loan Requests: 54,424,600.00

ALLONGE TO NOTE

PAY TO THE ORDER OF:

WITNESS RECOGNISE

Wenley Montoya
Assistant Secretary
Accredited Home Lenders, Inc., A California Corporation

Page 1 of 1

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Exhibit *W* 1

ARTICLE II

CONVEYANCE OF MORTGAGE LOANS;
REPRESENTATIONS AND WARRANTIES

Section 2.01 Conveyance of Mortgage Loans. (a) The Depositor, concurrently with the execution and delivery hereof, hereby sells, transfers, assigns, sets over and otherwise conveys to the Trustee for the benefit of the Certificateholders, without recourse, all the right, title and interest of the Depositor in and to the Trust Fund, and the Trustee, on behalf of the Trust, hereby accepts the Trust Fund. On the Closing Date, the Depositor shall pay, without any right of reimbursement from the Trust, to the Cap Provider the "Fixed Amount" (as defined in the Interest Rate Cap Agreement) due and payable to the Cap Provider pursuant to the terms of the Interest Rate Cap Agreement.

(b) In connection with the transfer and assignment of each Mortgage Loan, the Depositor has delivered or caused to be delivered to the Trustee with respect to each Mortgage Loan for which MSMC is the Sponsor, and IXIS has delivered or caused to be delivered to the Trustee with respect to each Mortgage Loan for which IXIS is the Sponsor, for the benefit of the Certificateholders the following documents or instruments with respect to each Mortgage Loan so assigned:

(i) the original Mortgage Note bearing all intervening endorsements, endorsed "Pay to the order of _____, without recourse" and signed (which may be by facsimile signature) in the name of the last endorsee by an authorized officer. To the extent that there is no room on the face of the Mortgage Note for endorsements, the endorsement may be contained on an allonge, unless the Trustee is advised in writing by the applicable Originator (if required by the applicable Purchase Agreement), IXIS or the Depositor, as applicable, that state law does not so allow;

the
(ii) the original of any guaranty executed in connection with the Mortgage Note, if any;

or
in
connection with any Mortgage Loan, the original Mortgage cannot be delivered with evidence of recording thereon on or prior to the Closing Date because of a delay caused by the public recording office

such where such Mortgage has been delivered for recordation or because
retains Mortgage has been lost or because such public recording office
to the original recorded Mortgage, the Responsible Party, with respect
Mortgage its Mortgage Loans, the Depositor, with respect to any other
to Loan for which MSMC is the Sponsor, or IXIS with respect to any
Mortgage to be delivered to the Trustee a photocopy of such Mortgage certified
by the applicable Originator or the Depositor, title company, escrow
of company or attorney, as applicable, to be a true and complete copy
such Mortgage and the Responsible Party, the Depositor or IXIS, as
applicable, shall forward to the Trustee such original recorded
Mortgage within 14 days following the Responsible Party's, the
Depositor's or IXIS's, as applicable, receipt of such Mortgage from
the applicable public recording office; or in the case of a
Mortgage where a public recording office retains the original recorded
Mortgage or in the case where a Mortgage is lost after recordation in a
public recording office, a copy of such Mortgage certified by such public
recording office to be a true and complete copy of the original
recorded Mortgage;

(iv) the originals of all assumption, modification,
consolidation or extension agreements, with evidence of recording thereon or
certified true copy of such agreement submitted for recording;

(v) the original Assignment of Mortgage for each Mortgage Loan
endorsed in blank, which may be included in a blanket assignment or
assignments (except with respect to MERS Designated Mortgage
Loans);

(vi) the originals of all intervening assignments of Mortgage
(if any) evidencing a complete chain of assignment from the applicable
originator (or MERS with respect to each MERS Designated Mortgage
Loan) to the last endorsee with evidence of recording thereon or a
certified true copy of such intervening assignments of Mortgage
submitted for recording, or if any such intervening assignment has
not been returned from the applicable recording office or has been lost
or if such public recording office retains the original recorded
assignments of Mortgage, the Responsible Party or the Depositor, as
applicable, with respect to any other Mortgage Loan for which MSMC
is the Sponsor, or IXIS with respect to any Mortgage Loan for which
IXIS

is the Sponsor, shall deliver or cause to be delivered a photocopy of such intervening assignment, certified by the Responsible Party, IXIS,

Depositor, title company, escrow company or attorney, as applicable,

to be a true and complete copy of such intervening assignment and shall forward to the Trustee such original recorded intervening assignment within 14 days following the Responsible Party or the Depositor's receipt of such from the applicable public recording office; or in the case of an intervening assignment where a public recording office retains the original recorded intervening assignment

or in the case where an intervening assignment is lost after recordation in a public recording office, a copy of such intervening

assignment certified by such public recording office to be a true and

complete copy of the original recorded intervening assignment;

photocopy (vii) the original mortgagee title insurance policy, a

of the mortgage title insurance policy, or attorney's opinion of title

and abstract of title, or, in the event such title policy is unavailable, a copy of the related policy binder or commitment for title from the title insurance company; and

mortgage (viii) the original of any security agreement, chattel

or equivalent document executed in connection with the Mortgage (if provided).

The Depositor will use its reasonable efforts to assist the Trustee in enforcing the obligations of the Responsible Party under this Agreement and, to the extent MSMC is the Sponsor with respect to the applicable Mortgage Loans, the obligations of the other Originators or, with respect to the Bulk Mortgage Loans, MSMC under their applicable Assignment Agreements or, after

Mortgage in favor of the Trustee will be required to be prepared or delivered and instead, the applicable Servicer shall take all reasonable actions as are necessary at the expense of the Responsible Party, with respect to its Mortgage

Loans, or at the expense of the applicable other Originator to the extent permitted under the related Purchase Agreement or otherwise at the expense of the Depositor, with respect to any other Mortgage Loan for which MSMC is the Sponsor, or IXIS with respect to any Mortgage Loan for which IXIS is the Sponsor, to cause the Trust to be shown as the owner of the related Mortgage Loan on the records of MERS for the purpose of the system of recording transfers

of beneficial ownership of mortgages maintained by MERS.

From time to time, the Responsible Party, IXIS, the Depositor or the applicable Servicer, as applicable, shall forward to the Trustee additional original documents, additional documents evidencing an assumption, modification, consolidation or extension of a Mortgage Loan in accordance with the terms of this Agreement upon receipt of such documents. All such mortgage documents held by the Trustee as to each Mortgage Loan shall constitute the "Custodial File".

No later than thirty (30) Business Days following the later of the Closing Date and the date of receipt by the applicable Servicer of the complete recording information for a Mortgage and except as set forth below, such Servicer shall promptly submit or cause to be submitted for recording, at

the expense of the applicable Originator as required pursuant to the related Purchase Agreement and at no expense to the Trust Fund, the Trustee, the Servicers, or the Depositor, in the appropriate public office for real property

records, each Assignment of Mortgage referred to in Section 2.01(b)(v).

Notwithstanding the foregoing, however, for administrative convenience and facilitation of servicing and to reduce closing costs, the Assignments of Mortgage shall not be required to be completed and submitted for recording with

respect to any Mortgage Loan (i) if the Trustee and each Rating Agency have received an Opinion of Counsel, satisfactory in form and substance to the Trustee and each Rating Agency to the effect that the recordation of such Assignments of Mortgage in any specific jurisdiction is not necessary to protect

the Trustee's interest in the related Mortgage Note, (ii) if such Mortgage Loan

is a MERS Designated Mortgage Loan or (iii) if the Rating Agencies have each notified the Depositor in writing that not recording any such Assignments of Mortgage would not cause the initial ratings on any Offered Certificates to be

downgraded or withdrawn; provided, however, that no Servicer shall be held responsible or liable for any loss that occurs because an Assignment of Mortgage

was not recorded, but only to the extent the applicable Servicer does not have

prior knowledge of the act or omission that causes such loss. Unless the

Depositor gives the Servicers notice to the contrary, the Depositor is deemed to have given the Servicers notice that the condition set forth in clause (iii) above is applicable. However, with respect to the Assignments of Mortgage referred to in clauses (i) and (ii) above, if foreclosure proceedings occur against a Mortgaged Property, the applicable Servicer shall record such Assignment of Mortgage at the expense of the related Originator (and at no expense to the applicable Servicer) as required pursuant to the related Purchase Agreement. If the Assignment of Mortgage is to be recorded, the Mortgage shall be assigned to "Deutsche Bank National Trust Company, as trustee under the Pooling and Servicing Agreement dated as of November 1, 2006, Morgan Stanley IXIS Real Estate Capital Trust 2006-2." In the event that any such Assignment of Mortgage is lost or returned unrecorded because of a defect therein, the Depositor shall promptly cause to be delivered a substitute Assignment of Mortgage to cure such defect and thereafter cause each such assignment to be duly recorded. If there is such a defect with respect to an Accredited Mortgage Loan, an Encore Mortgage Loan, a First Bank Mortgage Loan, a First Horizon Mortgage Loan, a First NLC-IXIS Mortgage Loan, a FlexPoint Mortgage Loan, a Funding America Mortgage Loan, a Lenders Direct Mortgage Loan, a Lime Mortgage Loan, a Mandalay Mortgage Loan, a Master Financial Mortgage Loan, a Maxim Mortgage Loan, a NC Capital Mortgage Loan, a Quick Loan Mortgage Loan, a Rose Mortgage Loan or a Wilmington Mortgage Loan, the Trustee shall notify the Depositor and the applicable Originator. If, within ten (10) Business Days of receipt of such notice, the applicable Originator fails to cure such defect, the Trustee shall notify the Depositor of such failure. The Trustee shall pursue all legal remedies available to the Trustee against the applicable Originator if the Trustee has received written notice from the Depositor directing the Trustee to pursue such legal remedies.

On or prior to the Closing Date, the Depositor shall deliver to the Trustee a copy of the Data Tape Information in an electronic, machine readable medium in a form mutually acceptable to the Depositor and the Trustee.

(c) The Depositor does hereby establish, pursuant to the further provisions of this Agreement and the laws of the State of New York, an express trust (the "Trust") to be known, for convenience, as "MORGAN STANLEY IXIS REAL ESTATE CAPITAL TRUST 2006-2" and Deutsche Bank National Trust Company is hereby appointed as Trustee in accordance with the provisions of this Agreement. The parties hereto acknowledge and agree that it is the policy and intention of the Trust to acquire only Mortgage Loans meeting the requirements set forth in this

Agreement, including without limitation, the representation and warranty set forth in paragraph (aaa) of Schedule IV to this Agreement. The Trust's fiscal year is the calendar year.

(d) The Trust shall have the capacity, power and authority, and the Trustee on behalf of the Trust is hereby authorized, to accept the sale, transfer, assignment, set over and conveyance by the Depositor to the Trust of all the right, title and interest of the Depositor in and to the Trust Fund (including, without limitation, the Mortgage Loans and the Assignment Agreements and the Representations and Warranties Agreement) pursuant to Section 2.01(a). The Trustee on behalf of the Trust is hereby directed to enter into the Interest Rate Swap Agreement and the Interest Rate Cap Agreement.

(e) The Depositor shall use reasonable efforts to assist the Trustee in enforcing the obligations of MSMC under the Representations and Warranties Agreement.

Section 2.02 Acceptance by the Trustee of the Mortgage Loans. The Trustee shall acknowledge, on the Closing Date, receipt by the Trustee of the documents identified in the Initial Certification in the form annexed hereto as Exhibit E, and declares that it holds and will hold such documents and the other documents delivered to it pursuant to Section 2.01, and that it holds or will hold such other assets as are included in the Trust Fund, in trust for the exclusive use and benefit of all present and future Certificateholders. The Trustee shall maintain possession of the related Mortgage Notes in the State of California, unless otherwise permitted by the Rating Agencies. Furthermore, the Trustee, solely in its capacity as trustee hereunder, and on behalf of the Trust, hereby assumes the obligations of the Depositor under the Representations and Warranties Agreement from and after the Closing Date and solely insofar as they relate to the MSMC Mortgage Loans.

As provided above, in connection with the Closing Date, the Trustee shall be required to deliver via facsimile or electronically in .pdf format (with original to follow the next Business Day) to the Depositor and the Servicers an Initial Certification on the Closing Date, certifying receipt of a Mortgage Note and Assignment of Mortgage for each applicable Mortgage Loan. The Trustee shall not be responsible to verify the validity, sufficiency, genuineness, perfection or priority of any document in any Custodial File.

Within 90 days after the Closing Date, the Trustee shall, for the benefit of the Holders of the Certificates, ascertain that all documents

identified in the Document Certification and Exception Report in the form attached hereto as Exhibit F are in its possession, and shall deliver to the Depositor and the Servicers a Document Certification and Exception Report, in the form annexed hereto as Exhibit F, to the effect that, as to each applicable

Mortgage Loan listed in the Mortgage Loan Schedule (other than any Mortgage Loan

paid in full or any Mortgage Loan specifically identified in such certification

as an exception and not covered by such certification): (i) all documents identified in the Document Certification and Exception Report and required to be

reviewed by it are in its possession; (ii) such documents have been reviewed by

it and appear regular on their face and relate to such Mortgage Loan; (iii) based on its examination and only as to the foregoing documents, the information

set forth in items (1), (2) and (9) of the Mortgage Loan Schedule and items (1),

(9) and (17) of the Data Tape Information respecting such Mortgage Loan accurately reflects the information set forth in the Custodial File; and (iv) each Mortgage Note has been endorsed as provided in Section 2.01 of this Agreement. The Trustee shall not be responsible to verify the validity, sufficiency or genuineness of any document in any Custodial File.

Within 90 days after the Closing Date, each Servicer (for the benefit of the Holders of the Certificates, based solely on the list of MERS Designated Mortgage Loans and screen printouts from the MERS(R) System provided

to such Servicer by each applicable Originator no later than 45 days after the

Closing Date) shall confirm, on behalf of the Trust, that the Trustee is shown

as the Investor with respect to each MERS Designated Mortgage Loan on such screen printouts. If the Trustee is not shown as the Investor with respect to any MERS Designated Mortgage Loans on such screen printouts, such Servicer shall

promptly notify the related Originator of such fact, and such Person shall then

either cure such defect or repurchase such Mortgage Loan in accordance with Section 2.03.

The Trustee shall retain possession and custody of each applicable Custodial File in accordance with and subject to the terms and conditions set forth herein. The applicable Servicer shall promptly deliver to

the Trustee upon the execution or receipt thereof, the originals of such other

documents or instruments constituting the Custodial File as come into the possession of the applicable Servicer from time to time.

The Responsible Party, with respect to its Mortgage Loans, shall

deliver (or the Depositor, with respect to any other Mortgage Loan for which MSMC is the Sponsor, or IXIS with respect to any Mortgage Loan for which IXIS is

the Sponsor, shall use reasonable efforts to cause each other applicable

Originator to deliver) to the applicable Servicer copies of all trailing documents required to be included in the Custodial File at the same time the original or certified copies thereof are delivered to the Trustee including but not limited to such documents as the title insurance policy and any other Mortgage Loan Documents upon return from the public recording office. Such documents shall be delivered by the Responsible Party at the Responsible Party's expense (or the Depositor, with respect to any other Mortgage Loan for which MSMC is the Sponsor, or IXIS with respect to any Mortgage Loan for which IXIS is the Sponsor, shall use reasonable efforts to cause each other applicable Originator to deliver such documents at their applicable expense pursuant to the applicable Assignment Agreement or the Representations and Warranties Agreement, as applicable) to such Servicer.

Section 2.03 Representations and Warranties; Remedies for Breaches of Representations and Warranties with Respect to the Mortgage Loans.

(a) Countrywide Servicing hereby makes the representations and warranties set forth in Schedule II hereto to the Depositor, IXIS and the Trustee as of the dates set forth in such Schedule. Saxon hereby makes the representations and warranties set forth in Schedule V and Schedule V-A hereto to the Depositor, IXIS and the Trustee as of the dates set forth in such Schedule. Upon discovery by any of the parties hereto of a breach of any of the foregoing representations and warranties, the party discovering such breach shall give prompt written notice to the other.

(b) The Depositor hereby makes the representations and warranties set forth in Schedule III hereto to IXIS and the Trustee as of the dates set forth in such Schedule. IXIS hereby makes the representations and warranties set forth in Schedule VI hereto to the Depositor, the Servicers and the Trustee as of the Closing Date.

(c) First NLC hereby makes the representations and warranties set forth in Schedule IV hereto to the Depositor, the Servicers, IXIS and the Trustee as of the dates set forth in such Schedule with respect to the First NLC-MSMC Mortgage Loans.

(d) It is understood and agreed by the parties hereto that the representations and warranties set forth in this Section 2.03 shall survive the transfer of the Mortgage Loans by the Depositor to the Trustee, and shall inure to the benefit of the parties to whom the representations and warranties were made notwithstanding any restrictive or qualified endorsement on any Mortgage Note or Assignment of Mortgage or the examination or failure to examine any Mortgage File.

(e) Upon discovery by any of the parties hereto of a breach of a representation or warranty made by the Depositor or the Responsible Party, as applicable, under this Agreement that materially and adversely affects the value of any Mortgage Loan or the interests of the Trustee or the Certificateholders therein, the party discovering such breach shall give prompt written notice thereof to the other parties. Upon receiving written notice of a breach of a representation and warranty or written notice that a Mortgage Loan does not constitute a "qualified mortgage" within the meaning of Section 860G(a)(3) of the Code, the Trustee shall in turn notify the Responsible Party or the Depositor, as applicable, in writing, to correct or cure, in accordance with this Agreement, any such breach of a representation or warranty made by the Responsible Party or the Depositor, as applicable, under this Agreement within sixty (60) days from the date of notice from the Trustee or the discovery by the Responsible Party or the Depositor, as applicable, of the breach, and if the Responsible Party or the Depositor, as applicable, fails or is unable to correct or cure the defect or breach within such period, the Trustee (upon receiving such notice or having actual knowledge) shall notify the Depositor of such failure to correct or cure. Unless otherwise directed by the Depositor within five (5) Business Days after notifying the Depositor of such failure by the Responsible Party or the Depositor, as applicable, to correct or cure, the Trustee shall notify the Responsible Party or the Depositor, as applicable, to repurchase the Mortgage Loan (a "Deleted Mortgage Loan") at the Repurchase Price or, if permitted hereunder, substitute a Substitute Mortgage Loan for such Mortgage Loan, in each case, pursuant to this Agreement. Notwithstanding the foregoing, in the event that the Trustee receives notice of a breach by First NLC of any of the representations and warranties set forth in paragraphs (rr), (zz), (aaa), (ccc), (jjj), (kkk), (lll), (mmm), (nnn), (ooo) and (ppp) of Schedule IV with respect to the First NLC-MSMC Mortgage Loans, the Trustee shall notify the Responsible Party to repurchase the Mortgage Loan at the Repurchase Price within sixty (60) days of the Responsible Party's receipt of such notice, as applicable. If, by the end of such sixty (60) day period, the Responsible Party or the Depositor, as applicable, fails to repurchase such Mortgage Loan, the Trustee shall notify the Depositor of such failure. The Trustee shall pursue all legal remedies available to the Trustee against the Responsible Party under this Agreement, if the Trustee has received written notice from the Depositor directing the Trustee to pursue such remedies.

(f) In the event any Mortgage Loan does not conform to the requirements as determined in the Trustee's review of the related Custodial File, the Trustee shall notify the applicable Originator (or the Depositor, with

respect to each Bulk Mortgage Loan), the applicable Servicer, IXIS (if applicable) and the Depositor, in writing, and request that such Originator (or the Depositor, with respect to each Bulk Mortgage Loan) correct or cure such defect as required under this Agreement, the Representations and Warranties Agreement or the applicable Assignment Agreement, as applicable, and if such Originator (or the Depositor, with respect to each Bulk Mortgage Loan) fails or is unable to correct or cure the defect within the period set forth in this Agreement, the Representations and Warranties Agreement or the applicable Assignment Agreement, as applicable, the Trustee shall notify the Depositor or IXIS, if applicable, of such failure to correct or cure. Unless otherwise directed by the Depositor within five (5) Business Days after notifying the Depositor or IXIS, if applicable, of such failure by the applicable Originator (or the Depositor, with respect to each Bulk Mortgage Loan) to correct or cure, the Trustee shall notify the applicable Originator (or the Depositor, with respect to each Bulk Mortgage Loan) to repurchase the Mortgage Loan at the Repurchase Price or, if permitted hereunder, substitute a Substitute Mortgage Loan for such Mortgage Loan, in each case, pursuant to the terms of this Agreement or the Representations and Warranties Agreement, as applicable. If, within ten (10) Business Days of receipt of such notice by the applicable Originator (or the Depositor, with respect to each Bulk Mortgage Loan), such Originator or the Depositor, as applicable, fails to repurchase such Mortgage Loan, the Trustee shall notify the Depositor or IXIS, as applicable, of such failure. The Trustee shall pursue all legal remedies available to the Trustee against the applicable Originator (or the Depositor, with respect to each Bulk Mortgage Loan) under this Agreement, the Representations and Warranties Agreement or the applicable Assignment Agreement, as applicable, if the Trustee has received written notice from the Depositor or IXIS, as applicable, directing the Trustee to pursue such remedies.

(g) Within 90-days of the earlier of either discovery by or notice to the Depositor of any breach of a representation or warranty set forth on Schedule III hereto that materially and adversely affects the value of any Mortgage Loan or the interest of the Trustee or the Certificateholders therein, the Depositor shall use its best efforts to promptly cure such breach in all material respects and, if such defect or breach cannot be remedied, the Depositor shall purchase such Mortgage Loan at the Repurchase Price or, if permitted hereunder, substitute a Substitute Mortgage Loan for such Mortgage Loan. Within 90-days of the earlier of discovery by the Depositor or receipt of notice by the Depositor of the breach of a representation and warranty set forth in Schedule IV to this Agreement (with respect to the First NLC-MSMC Mortgage Loans), or set forth in the Accredited-MSMC Assignment Agreement or the Wilmington Assignment Agreement, that (1) materially and adversely affects the interests of the Certificateholders in any Mortgage Loan and (2) has not been

cured, repurchased or substituted for by the applicable Originator in accordance with the terms of this Agreement, or the applicable Assignment Agreement, as applicable, (i) the Depositor shall, within the time period permitted therefor under such agreement, (A) in the case of a breach by First NLC (with respect to the First NLC-MSMC Mortgage Loans), take such action described in Section 2.03(e) of this Agreement in respect of such Mortgage Loan, or (B) in the case of Accredited (with respect to any Accredited-MSMC Mortgage Loan), or Wilmington, take such action as described in the applicable Section of the applicable Assignment Agreement in respect of such Mortgage Loan, in each case of clauses (A) (solely with respect to First NLC-MSMC Mortgage Loans), or (B) as if the Depositor were the applicable Originator, and (ii) the Trustee shall promptly deliver to the Depositor or its designee the related Custodial File in accordance with the applicable Servicer's direction in a Request for Release and, upon Depositor's request, shall assign to the Depositor all of its rights with respect to such Originator's breach under this Agreement or the applicable Assignment Agreement, as applicable, which assignment shall be evidenced by a writing prepared by the Depositor and executed by the Trustee in favor of the Depositor. Any obligation of the Depositor under this subsection shall terminate upon receipt by the Trustee of a confirmation from each Rating Agency that such termination will not cause a downgrade, qualification or withdrawal of the rating then assigned to any Class of Certificates by any Rating Agency.

(h) Within 90 days of the earlier of either discovery by or notice to the Responsible Party of any breach of a representation or warranty set forth on Schedule IV that materially and adversely affects the value of any Mortgage Loan or the interest of the Trustee or the Certificateholders therein, the Responsible Party shall use its best efforts to promptly cure such breach in all material respects and, if such defect or breach cannot be remedied, the Responsible Party shall, at the Depositor's option, purchase such Mortgage Loan at the Repurchase Price or, if permitted hereunder, substitute a Substitute Mortgage Loan for such Mortgage Loan, if applicable.

(i) Within 90 days of the earlier of either discovery by or notice to IXIS of any breach of a representation or warranty set forth in Section 3.01(f), 3.01(h), 3.01(n), 3.01(o), 3.01(p) or 3.03 of the IXIS Agreement that materially and adversely affects the value of any IXIS Mortgage Loan or the interest of the Trustee or the Certificateholders therein, IXIS shall use its best efforts to cure such breach in all material respects and, if such breach cannot be remedied, IXIS shall, (i) if such 90-day period expires prior to the second anniversary of the related Closing Date, remove such

Mortgage Loan from the Trust Fund and substitute in its place a Substitute Mortgage Loan, in the manner and subject to the conditions set forth in this Section 2.03; or (ii) repurchase such Mortgage Loan at the Repurchase Price.

In the event there is a breach of a representation or warranty by Accredited with respect to an Accredited-IXIS Mortgage Loan that materially and adversely affects the value of such Mortgage Loan or the interest of the Trustee and the Certificateholders therein, and, upon discovery or receipt of notice, Accredited fails to cure, substitute or repurchase such Mortgage Loan within the period specified in either the Accredited-IXIS Assignment Agreement or the Accredited-IXIS Purchase Agreement, IXIS shall cure, substitute or repurchase such Mortgage Loan subject to the conditions set forth in this Section 2.03. In the event there is a breach of a representation or warranty by First Bank with respect to a First Bank Mortgage Loan that materially and adversely affects the value of such Mortgage Loan or the interest of the Trustee and the Certificateholders therein, and, upon discovery or receipt of notice, First Bank fails to cure, substitute or repurchase such Mortgage Loan within the period specified in either the First Bank Assignment Agreement or the First Bank Purchase Agreement, IXIS shall cure, substitute or repurchase such Mortgage Loan subject to the conditions set forth in this Section 2.03. In the event there is a breach of a representation or warranty by FlexPoint with respect to a FlexPoint Mortgage Loan that materially and adversely affects the value of such Mortgage Loan or the interest of the Trustee and the Certificateholders therein, and, upon discovery or receipt of notice, FlexPoint fails to cure, substitute or repurchase such Mortgage Loan within the period specified in either the FlexPoint Assignment Agreement or the FlexPoint Purchase Agreement, IXIS shall cure, substitute or repurchase such Mortgage Loan subject to the conditions set forth in this Section 2.03. In the event there is a breach of a representation or warranty by Funding America with respect to a Funding America Mortgage Loan that materially and adversely affects the value of such Mortgage Loan or the interest of the Trustee and the Certificateholders therein, and, upon discovery or receipt of notice, Funding America fails to cure, substitute or repurchase such Mortgage Loan within the period specified in either the Funding America Assignment Agreement or the Funding America Purchase Agreement, IXIS shall cure, substitute or repurchase such Mortgage Loan subject to the conditions set forth in this Section 2.03. In the event there is a breach of a representation or

warranty by Lenders Direct with respect to a Lenders Direct Mortgage Loan that materially and adversely affects the value of such Mortgage Loan or the interest of the Trustee and the Certificateholders therein, and, upon discovery or receipt of notice, Lenders Direct fails to cure, substitute or repurchase such Mortgage Loan within the period specified in either the Lenders Direct Assignment Agreement or the Lenders Direct Purchase Agreement, IXIS shall cure, substitute or repurchase such Mortgage Loan subject to the conditions set forth in this Section 2.03. In the event there is a breach of a representation or warranty by Lime Financial with respect to a Lime Financial Mortgage Loan that materially and adversely affects the value of such Mortgage Loan or the interest of the Trustee and the Certificateholders therein, and, upon discovery or receipt of notice, Lime Financial fails to cure, substitute or repurchase such Mortgage Loan within the period specified in either the Lime Financial Assignment Agreement or the Lime Financial Purchase Agreement, IXIS shall cure, substitute or repurchase such Mortgage Loan subject to the conditions set forth in this Section 2.03. In the event there is a breach of a representation or warranty by Mandalay with respect to a Mandalay Mortgage Loan that materially and adversely affects the value of such Mortgage Loan or the interest of the Trustee and the Certificateholders therein, and, upon discovery or receipt of notice, Mandalay fails to cure, substitute or repurchase such Mortgage Loan within the period specified in either the Mandalay Assignment Agreement or the Mandalay Purchase Agreement, IXIS shall cure, substitute or repurchase such Mortgage Loan subject to the conditions set forth in this Section 2.03. In the event there is a breach of a representation or warranty by Master Financial with respect to a Master Financial Mortgage Loan that materially and adversely affects the value of such Mortgage Loan or the interest of the Trustee and the Certificateholders therein, and, upon discovery or receipt of notice, Master Financial fails to cure, substitute or repurchase such Mortgage Loan within the period specified in either the Master Financial Assignment Agreement or the Master Financial Purchase Agreement, IXIS shall cure, substitute or repurchase such Mortgage Loan subject to the conditions set forth in this Section 2.03. In the event there is a breach of a representation or warranty by Maxim with respect to a Maxim Mortgage Loan that materially and adversely affects the value of such Mortgage Loan or the interest of the Trustee and the Certificateholders therein, and, upon discovery or receipt of notice, Maxim fails to cure, substitute or repurchase such Mortgage Loan within the period specified in either the Maxim Assignment Agreement or the Maxim Purchase Agreement, IXIS shall cure, substitute or repurchase such Mortgage Loan subject to the

conditions set forth in the Section 2.03. In the event there is a breach of a representation or warranty by Quick Loan with respect to a Quick Loan Mortgage

Loan that materially and adversely affects the value of such Mortgage Loan or the interest of the Trustee and the Certificateholders therein, and, upon discovery or receipt of notice, Quick Loan fails to cure, substitute or repurchase such Mortgage Loan within the period specified in either the Quick Loan Assignment Agreement or the Quick Loan Purchase Agreement, IXIS shall cure,

substitute or repurchase such Mortgage Loan subject to the conditions set forth

in this Section 2.03. In the event there is a breach of a representation or warranty by Rose with respect to a Rose Mortgage Loan that materially and adversely affects the value of such Mortgage Loan or the interest of the Trustee

and the Certificateholders therein, and, upon discovery or receipt of notice, Rose fails to cure, substitute or repurchase such Mortgage Loan within the period specified in either the Rose Assignment Agreement or the Rose Purchase Agreement, IXIS shall cure, substitute or repurchase such Mortgage Loan subject

to the conditions set forth in this Section 2.03. Notwithstanding IXIS's lack of

knowledge, in the event it is discovered by IXIS, the Depositor or the Trust (including the Trustee and the Servicers acting on the Trust's behalf), that the

substance of a representation or warranty was inaccurate as of the applicable date of such representation or warranty and such inaccuracy materially and adversely affects the value of the related Mortgage Loan or the interest of the

Trustee and the Certificateholders therein, IXIS shall use its best efforts to

cure such breach or substitute or repurchase such Mortgage Loan in accordance with this Section 2.03(i).

(j) Any substitution of a Substitute Mortgage Loan by an Originator shall be made in accordance with the substitution procedures set forth in the applicable Purchase Agreement, which provisions shall be as set forth in such agreements as if they were set forth herein. With respect to any

Substitute Mortgage Loan or Loans substituted by the Depositor or IXIS, the Depositor or IXIS, as applicable, shall deliver to the Trustee for the benefit

of the Certificateholders the Mortgage Note, the Mortgage, the related Assignment of Mortgage, and such other documents and agreements as are required

by Section 2.01, with the Mortgage Note endorsed and the Mortgage assigned as required by Section 2.01. Notwithstanding anything to the contrary set forth in

this Agreement, no substitution under this Agreement is permitted to be made

(a) in any calendar month after the Determination Date for such month or (b) if the

substitution were to be made on or after the second anniversary of the Closing

Date. Scheduled Payments due with respect to Substitute Mortgage Loans in the Due Period of substitution shall not be part of the Trust Fund and will be

retained by the Depositor, IXIS or the applicable Originator, as applicable, on the next succeeding Distribution Date. For the Due Period of substitution, distributions to Certificateholders will include the Scheduled Payment due on any Deleted Mortgage Loan for such Due Period and thereafter the Depositor, IXIS or the applicable Originator, as applicable, shall be entitled to retain all amounts received in respect of such Deleted Mortgage Loan.

(k) Based upon information provided by the Depositor, IXIS or the applicable Originator, as applicable, the applicable Servicer shall include information regarding the removal of such Deleted Mortgage Loan and the substitution of the Substitute Mortgage Loan or Loans in its Servicer Remittance Report delivered to the Trustee pursuant to Section 4.03(e) for the Determination Date immediately following the receipt of such information, to the extent such information is required to be included in the Servicer Remittance Report. Upon such substitution, the Substitute Mortgage Loan or Loans shall be subject to the terms of this Agreement in all respects, and, if the substitution is made by the Depositor, the Responsible Party, or IXIS, the Depositor, the Responsible Party or IXIS, as applicable, shall be deemed to have made with respect to such Substitute Mortgage Loan or Loans, as of the date of substitution, the representations and warranties made pursuant to Section 2.03(i) with respect to such Substitute Mortgage Loan. Upon receipt of a Request for Release in connection with any such substitution and the deposit into the related Collection Account of the amount required to be deposited therein in connection with such substitution as described in Section 2.03(k), the Trustee shall release the lien on the Mortgage File held for the benefit of the Certificateholders relating to such Deleted Mortgage Loan to the applicable Originator, the Depositor or IXIS, as applicable, and the Trustee shall execute and deliver at the direction of the Depositor, IXIS or the applicable Originator, as applicable, such instruments of transfer or assignment prepared by the Depositor, IXIS or the applicable Originator, as applicable, in each case without recourse, representation or warranty, as shall be necessary to vest title in the Depositor, IXIS or the applicable Originator, as applicable, of the Trustee's interest in any Deleted Mortgage Loan substituted for pursuant to this Section 2.03.

(l) For any month in which the Depositor or the Responsible Party substitutes one or more Substitute Mortgage Loans for one or more Deleted Mortgage Loans, the applicable Servicer will determine the amount (if any) by which the aggregate unpaid principal balance of all such Substitute Mortgage Loans as of the date of substitution is less than the aggregate unpaid principal

balance of all such Deleted Mortgage Loans. The amount of such shortage, plus an amount equal to the sum of (i) any accrued and unpaid interest on the Deleted Mortgage Loans and (ii) all unreimbursed Servicing Advances with respect to such Deleted Mortgage Loans, or the amount of any similar shortage with respect to a Substitute Mortgage Loan substituted by the Responsible Party under this Agreement (collectively, the "Substitution Adjustment Amount"), shall be deposited into the applicable Collection Account by the Depositor, IXIS or the Responsible Party, as applicable, on or before the Distribution Account Deposit Date for the Distribution Date following the Prepayment Period during which the related Mortgage Loan became required to be purchased or replaced hereunder. The Depositor, with respect to any other Mortgage Loan for which MSMC is the Sponsor, or IXIS with respect to any Mortgage Loan for which IXIS is the Sponsor, shall use reasonable efforts to cause the applicable Originator to remit to the applicable Servicer for deposit into the related Collection Account any Substitution Adjustment Amount on or before the Distribution Account Deposit Date for the Distribution Date following the Prepayment Period during which the related Mortgage Loan became required to be purchased or replaced hereunder.

(m) Any Mortgage Loan repurchased pursuant to this Section 2.03 will be removed from the Trust Fund. The applicable Servicer shall include information regarding such repurchase in its Servicer Remittance Report delivered to the Trustee pursuant to Section 4.03(e) for the Determination Date immediately following receipt of information regarding such repurchase, to the extent such information is required to be included in the Servicer Remittance Report. For purposes of determining the applicable Repurchase Price, any such repurchase shall occur or shall be deemed to occur as of the last day of the applicable Prepayment Period.

(n) In the event that the Depositor, IXIS or any Originator shall have repurchased a Mortgage Loan pursuant to this Agreement or the Representations and Warranties Agreement, the Repurchase Price therefor shall be deposited by the applicable Servicer in the applicable Collection Account pursuant to Section 3.10 on or before the Distribution Account Deposit Date for the Distribution Date following the Prepayment Period during which such Mortgage Loan was repurchased and upon such deposit of the Repurchase Price and receipt of a Request for Release in the form of Exhibit J hereto, the Trustee shall release the related Custodial File held for the benefit of the Certificateholders to such Person as directed by the applicable Servicer, and the Trustee shall execute and deliver at such Person's direction such

instruments of transfer or assignment prepared by such Person, in each case without recourse, representation or warranty, as shall be necessary to transfer title from the Trustee.

(o) In addition to any repurchase or substitution obligation by the Responsible Party under this Agreement, the Responsible Party shall indemnify the Depositor and its Affiliates, the Servicers, the Sponsors, the Trustee and the Trust for any breach of any representation and warranty of the Responsible Party set forth in this Agreement, in accordance with the indemnification provisions relating to breaches of representations and warranties (including without limitation, the representation and warranty set forth in paragraph (aaa) of Schedule IV to this Agreement) and defective Mortgage Loans set forth in the applicable Purchase Agreement as if such indemnification provisions were set forth herein for the benefit of the Depositor and its Affiliates, the Servicers, the Sponsors, the Trustee and the Trust. This indemnity shall survive the termination of this Agreement.

(p) It is understood and agreed by the parties hereto that the obligation of the Depositor under this Agreement, IXIS under this Agreement, or the Responsible Party under this Agreement to cure, repurchase or substitute any Mortgage Loan as to which a breach of a representation and warranty has occurred and is continuing, together with any related indemnification obligations set forth herein, shall constitute the sole remedies against such Persons respecting such breach available to Certificateholders, the Depositor (if applicable), or the Trustee on their behalf.

The provisions of this Section 2.03 shall survive delivery of the respective Custodial Files to the Trustee for the benefit of the Certificateholders.

ASSIGNMENT AND RECOGNITION AGREEMENT

THIS ASSIGNMENT AND RECOGNITION AGREEMENT, dated November 28, 2006 ("Agreement"), among IXIS Real Estate Capital Inc. ("Assignor"), Morgan Stanley ABS Capital I Inc. ("Assignee") and Accredited Home Lenders, Inc. (the "Company"):

For and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration the receipt and sufficiency of which hereby are acknowledged, and of the mutual covenants herein contained, the parties hereto hereby agree as follows:

Assignment and Conveyance

1. The Assignor hereby conveys, sells, grants, transfers and assigns to the Assignee all of the right, title and interest of the Assignor, as purchaser, in, to and under (a) those certain Mortgage Loans listed on the schedule (the "Mortgage Loan Schedule") attached hereto as Exhibit A (the "Mortgage Loans") and (b) except as described below, that certain Third Amended and Restated Mortgage Loan Purchase and Warranties Agreement (the "Purchase Agreement"), dated as of August 1, 2006, between the Assignor, as purchaser (the "Purchaser"), and the Company, as seller, solely insofar as the Purchase Agreement relates to the Mortgage Loans and (c) other than as provided below with respect to the enforcement of representations and warranties, none of the obligations of the Assignor under the Purchase Agreement.

The Assignor specifically reserves and does not assign to the Assignee hereunder (i) any and all right, title and interest in, to and under and any obligations of the Assignor with respect to any mortgage loans subject to the Purchase Agreement which are not the Mortgage Loans set forth on the Mortgage Loan Schedule and are not the subject of this Agreement or (ii) the rights of the Purchaser (a) under Subsection 9.04 of the Purchase Agreement or (b) to any premium recapture (i.e., the excess, if any, of the purchase price percentage over par) in connection with any repurchase pursuant to Subsections 9.03 and 9.05 of the Purchase Agreement.

Recognition of the Company

2. From and after the date hereof (the "Securitization Closing Date"), the Company shall and does hereby recognize that the Assignee will transfer the Mortgage Loans and assign its rights under the Purchase Agreement (solely to the extent set forth herein) and this Agreement to Morgan Stanley IXIS Real Estate Capital Trust 2006-2 (the "Trust") created pursuant to a Pooling and Servicing Agreement, dated as of November 1, 2006 (the "Pooling Agreement"), among the Assignee, the Assignor, Deutsche Bank National Trust Company, as trustee (in such capacity, including its successors in interest and any successor trustees under the Pooling Agreement, the "Trustee"), Saxon Mortgage Services Inc. ("Saxon"), as a servicer, Countrywide Home Loans Servicing LP ("Countrywide" and, together with Saxon and including their successors in interest and any successor servicer under the Pooling Agreement, the "Servicers") and First NLC Financial Services, LLC. The Company hereby acknowledges and agrees that from and after the date hereof (i) the Trust will be the owner of the Mortgage Loans, (ii) the Company shall look solely to the Trust for performance of any obligations of the Assignor insofar as they relate to the Mortgage Loans, (iii) the Trust (including the Trustee and the Servicers acting on the Trust's behalf) shall have all the rights and remedies available to the Assignor, insofar as they relate to the Mortgage Loans, under the

Purchase Agreement, including, without limitation, the enforcement of the document delivery requirements set forth in Section 6 of the Purchase Agreement, and shall be entitled to enforce all of the obligations of the Company thereunder insofar as they relate to the Mortgage Loans, and (iv) all references to the Purchaser (insofar as they relate to the rights, title and interest and, with respect to obligations of the Purchaser, only insofar as they relate to the enforcement of the representations, warranties and covenants of the Company), the Custodian or the Bailee under the Purchase Agreement insofar as they relate to the Mortgage Loans, shall be deemed to refer to the Trust (including the Trustee and the Servicers acting on the Trust's behalf). Neither the Company nor the Assignor shall amend or agree to amend, modify, waive, or otherwise alter any of the terms or provisions of the Purchase Agreement which amendment, modification, waiver or other alteration would in any way affect the Mortgage Loans or the Company's performance under the Purchase Agreement with respect to the Mortgage Loans without the prior written consent of the Trustee.

Representations and Warranties of the Company

3. The Company warrants and represents to the Assignor, the Assignee and the Trust as of the date hereof that:

- (a) The Company is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation;
- (b) The Company has full power and authority to execute, deliver and perform its obligations under this Agreement and has full power and authority to perform its obligations under the Purchase Agreement. The execution by the Company of this Agreement is in the ordinary course of the Company's business and will not conflict with, or result in a breach of, any of the terms, conditions or provisions of the Company's charter or bylaws or any legal restriction, or any material agreement or instrument to which the Company is now a party or by which it is bound, or result in the violation of any law, rule, regulation, order, judgment or decree to which the Company or its property is subject. The execution, delivery and performance by the Company of this Agreement have been duly authorized by all necessary corporate action on part of the Company. This Agreement has been duly executed and delivered by the Company, and, upon the due authorization, execution and delivery by the Assignor and the Assignee,

will constitute the valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms except as enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally, and by general principles of equity regardless of whether enforceability is considered in a proceeding in equity or at law;

(c) Except as has already been obtained, no consent, approval, order or authorization of, or declaration, filing or registration with, any governmental entity is required to be obtained or made by the Company in connection with the execution, delivery or performance by the Company of this Agreement; and

(d) Except as disclosed in public filings with the Securities Exchange Commission by the Company or its affiliates, there is no action, suit, proceeding or investigation pending or threatened against the Company, before any court, administrative agency or other tribunal, which would draw into question the validity of this Agreement or the Purchase Agreement, or which, either in any one instance or in the aggregate, would result in any material adverse change in the ability of the Company to perform its obligations under this Agreement or the Purchase Agreement, and the Company is solvent.

4. Pursuant to Section 13 of the Purchase Agreement, the Company hereby represents and warrants, for the benefit of the Assignor, the Assignee and the Trust, that (i) the representations and warranties set forth in Subsection 9.01 of the Purchase Agreement are true and correct as of the date hereof as if such representations and warranties were made on the date hereof, (ii) the information set forth in the Mortgage Loan Schedule, to the extent provided by the Company, attached hereto as Exhibit A is true and correct as of the date hereof, and (iii) the representations and warranties set forth on Exhibit B attached hereto are true and correct as of the date or dates set forth thereon.

Remedies for Breach of Representations and Warranties

5. The Company hereby acknowledges and agrees that the remedies available to the Assignor, the Assignee and the Trust (including the Trustee and the Servicers acting on the Trust's behalf) in connection with any breach of the representations and warranties made by the Company set forth in Sections 3 and 4 hereof shall be as set forth in Subsection 9.03 of the Purchase Agreement as if

they were set forth herein (including without limitation the repurchase and indemnity obligations set forth therein).

Miscellaneous

6. The Assignor specifically reserves and does not assign to the Assignee hereunder any and all right, title and interest in the Premium Percentage, if any, due in connection with the repurchase of a Mortgage Loan pursuant to Subsections 9.03, 9.04 and 9.05.

7. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to conflicts of law principles, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.